

final decision with respect to the Joint Request for Approval of Agreement, no party shall act in a manner inconsistent with this Settlement Agreement. Should the Commission decline to approve any provision of this Agreement, the parties agree that they will promptly make individual and joint efforts to resolve the objection.

4. Payment Procedures. The sum owed Brandt will be payable as follows:

a. Escrow Deposit. Within five (5) business days after the execution of this Settlement Agreement by the parties, Normandy or its designee shall place \$137,500.00 in escrow with Joseph E. Dunne III, who shall act as Escrow Agent in accordance with the Escrow Agreement attached hereto as Attachment B.

b. Payment at Closing. At Closing, as hereinafter defined, the Escrow Agent shall pay Brandt the amount specified in paragraph 1 above, by cashier's or certified check or by wire transfer. Accrued interest on the amount shall be paid to Normandy or its designee at Closing.

c. Closing. Closing shall occur within three (3) business days after the FCC Order or the last FCC Order becomes a Final Order, which does the following: (1) approves this Settlement Agreement; (2) dismisses Brandt's application with prejudice; grants Normandy's application to renew the license of WCQL, and, grants the applications to assign WWSC and WCQL from Normandy to Entertronics, Inc. A Final Order means an FCC order which is no

longer subject to further administrative or judicial reconsideration or review.

5. Assignment Applications. Normandy and Entertronics shall expeditiously file applications seeking authority to assign the Stations to Entertronics. Normandy and Entertronics shall prosecute the applications vigorously, and shall promptly submit any amendments, information or documents which shall be requested by the Commission.

6. Benefit. This Agreement shall inure to the benefit of and be binding upon, the parties hereto, their successors and assigns.

7. Remedies. Upon receiving notice that the other party has committed a material breach of this agreement, and such breach is not cured within ten (10) days, the aggrieved party may declare this Settlement Agreement terminated and of no further force and effect, extinguishing any further obligations that that party may have under the Agreement. The parties acknowledge that the opportunity to operate on 95.9 MHz is unique and therefore the parties may, at their option, enforce any breach of this Agreement by seeking specific performance of the Agreement in the appropriate forum. Election by any party of this equitable right of specific performance shall be in lieu of any claim to damages.

8. Notices. Any notices required by this Agreement shall be effective if sent by certified mail, return receipt requested, postage prepaid as follows:

If to Brandt: David Tillotson, Esq.
Attorney At Law
4606 Charleston Terrace, N.W.,
Washington, D.C. 20007-1911

If to Normandy: ATTN: Christopher Lynch
Normandy Broadcasting Corp.
P.O. Box 24
Glens Falls, NY 12801

If to Entertronics: Joseph E. Dunne III, Esq.
Attorney At Law
Suite 300
150 E. Ninth Street
Durango, CO 81301

9. Governing Law. This Agreement and all matters incident thereto are to be governed and construed according to the law of State of New York and any action in law or equity taken with regard to the terms and provisions of this Settlement Agreement shall be brought in a court of competent jurisdiction in the State of New York.

10. Entire Agreement. This Agreement constitutes the entire understanding between the parties and agreements, rights and obligations between the parties hereto are superseded by this Agreement, and there are no representations, warranties, understandings, agreements, rights or obligations other than those expressly set forth herein. No modification, amendment or extension of this agreement or waiver of any provision of this agreement, in whole or in part, will be valid unless in writing signed by all the parties hereto.

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11. Headings. The headings contained in this Agreement are inserted for purposes of convenience only and will be given no effect in the construction or interpretation of this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. [the rest of the page is purposefully left blank]

IN WITNESS WHEREOF, the undersigned parties have duly executed this instrument as of the date above written.

NORMANDY BROADCASTING CORP.

Witness: _____

By: _____
Christopher P. Lynch, President

LAWRENCE N. BRANDT

Witness: Elera Gullane

By: Lawrence N. Brandt
Lawrence N. Brandt

ENTERTRONICS, INC.

Witness: _____

By: _____
David Covey, President

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IN WITNESS WHEREOF, the undersigned parties have duly executed this instrument as of the date above written. :

NORMANDY BROADCASTING CORP.

Witness: 

By: 

Christopher P. Lynch, President

LAWRENCE N. BRANDT

Witness: _____

By: _____

Lawrence N. Brandt

ENTERTRONICS, INC.

Witness: 

By: 

David Covey, President

ATTACHMENT A

STATEMENTS REQUIRED BY SECTION 73.3525

VERIFIED STATEMENT

I, Christopher P. Lynch, do hereby declare the following under penalty of perjury of the laws of the State of New York and the United States of America:

1. I am the president of Normandy Broadcasting Corp. ("Normandy").

2. Normandy is an applicant to renew the license of FM Station WCQL, Glens Falls, New York (File No. BRH-910129UR).

3. No consideration has been promised or will be given to Lawrence N. Brandt or its principals to dismiss its application, except as provided for in the attached Settlement Agreement.

4. Normandy's renewal applications were not filed for the purpose of reaching a settlement agreement or any other such agreement with Mr. Brandt or any other person or entity.

5. The Settlement Agreement is in the public interest because it removes the mutual exclusivity between the applicants for 95.9 MHz in Glens Falls, New York, removing the uncertainty in operating WCQL which has hung over us for seven years, and permitting the speedy grant of the application to assign WCQL to Entertronics, Inc.


Christopher P. Lynch

Executed on this 30 day of Feb, 1998.

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VERIFIED STATEMENT

I, Lawrence N. Brandt, do hereby state under penalty of perjury of the laws of the State of New York and the United States of America:

1. I am an applicant for a construction permit for a new FM station on 95.9 MHz in Glens Falls, New York (File No. BPH-910430MB).

2. No consideration has been promised or will be given or received by me to obtain the dismissal of my application, except as provided for in the attached Settlement Agreement.

3. My application was not filed for the purpose of reaching a settlement agreement or any other such agreement with Normandy Broadcasting Corp. or any other person or entity.

4. The Settlement Agreement is in the public interest because it removes the mutual exclusivity between the applicants, ending a long and contentious proceeding, saving the Commission's resources, and permitting the prompt assignment of WCQL to Entertronics, Inc.


Lawrence N. Brandt

Executed on this _____ day of _____, 1998

ATTACHMENT B
ESCROW AGREEMENT

ESCROW AGREEMENT

THIS AGREEMENT is made this 30th day of January, 1998, between Normandy Broadcasting Corp. ("Normandy") and Lawrence N. Brandt ("Brandt");

WHEREAS, Normandy and Brandt have entered into a Settlement Agreement dated January 30, 1998 (herein referred to as "Agreement"), wherein Brandt promises to dismiss his application for 95.9 MHz, Glens Falls, New York (BPH-910430MB), with prejudice, contingent upon Normandy's promise to pay Brandt ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$137,500.00) as approved by the Federal Communications Commission; and,

WHEREAS, Normandy and Brandt wish to place the amount owed Brandt specified in the Agreement in escrow in accordance with the terms hereof;

NOW, THEREFORE, it is mutually agreed, the parties hereto intending to be legally bound, as follows:

FIRST. That Normandy and Brandt nominate, constitute and appoint Joseph E. Dunne III, Esq., 150 E. Ninth Street, Suite 300, Durango, Colorado 81301, as the Escrow Agent under this Escrow Agreement.

SECOND. Normandy shall deposit with the Escrow Agent ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$137,500.00) ("Escrowed

Funds") within five business days of the execution of the Settlement Agreement, which the Escrow Agent shall hold in an interest bearing account at the First National Bank, Durango, Colorado, and disburse in accordance with the terms and conditions specified in Paragraph 3 below. The Escrow Agent shall promptly inform all parties of the deposit of the Escrowed Funds.

THIRD. The Escrow Agent shall hold the deposit of the Escrowed Funds specified above and disburse it as follows:

(1) The Escrow Agent shall deliver \$137,500.00 of the funds deposited by Normandy, as approved by the FCC, to Brandt, and/or in accordance with Brandt's written instructions, on the Closing Date specified in the Settlement Agreement (incorporated herein by this reference).

(2) The Escrow Agent shall deliver any funds remaining following the payment made pursuant to 3.1 above, including any accrued interest on the funds deposited by Normandy, to Normandy and/or in accordance with its written instructions on the Closing Date.

FOURTH. All money disbursements made by the Escrow Agent pursuant to this Escrow Agreement shall be by cashier's or certified check, or by confirmed wire transfer, and shall be delivered at Closing to the respective parties as specified herein, unless the Escrow Agent is instructed otherwise in writing.

FIFTH. The Escrow Agent shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to

form, manner of execution or validity, of any documents deposited in Escrow or any written instructions issued to the Escrow Agent, nor as to the identity, authority or rights of any person executing the same, and Escrow Agent's duties hereunder shall be limited to safekeeping of the funds deposited with the Escrow Agent by Normandy and for the disposition of the same in accordance with this Escrow Agreement.

SIXTH. In no event shall the Escrow Agent be liable for any act or failure to act under the provisions of this Escrow Agreement except where such act or failure to act is a result of Escrow Agent's gross negligence or willful wrongdoing.

SEVENTH. This Escrow Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement.

EIGHTH. Should a dispute arise between the parties concerning the distribution of the funds in escrow which is not cured within 45 days after receipt of written notice that such a dispute exists, the Escrow Agent shall deposit said funds in the registry of a court of competent jurisdiction in the State of Colorado and Escrow Agent's duties and obligations to all parties as Escrow Agent shall cease effective with said deposit.

NORMANDY BROADCASTING CORP.

By: 
Christopher P. Lynch, President

01/26/98 15:08

202 363 1145

Lawrence Brandt

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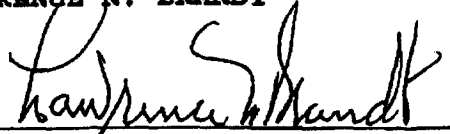
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FROM

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LAWRENCE N. BRANDT

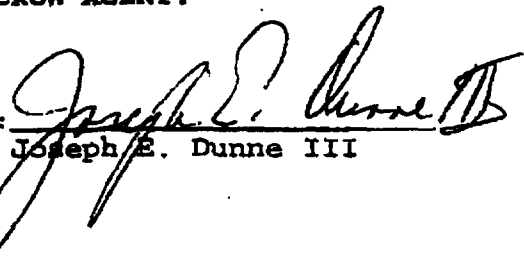
By:



Lawrence N. Brandt

ESCROW AGENT:

By:

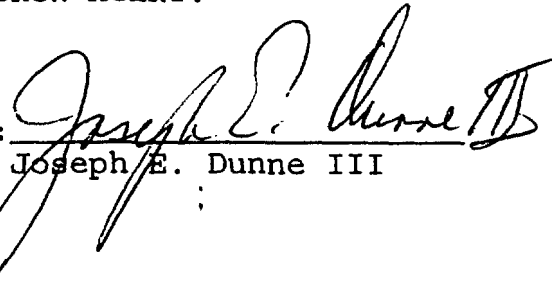


Joseph E. Dunne III

LAWRENCE N. BRANDT

By: _____
Lawrence N. Brandt

ESCROW AGENT:

By:  _____
Joseph E. Dunne III

CERTIFICATE OF SERVICE

I, David Tillotson, do hereby certify that a copy of the foregoing JOINT REQUEST FOR APPROVAL OF AGREEMENT has been sent by first class United States mail, postage pre-paid this 30th day of January, 1998, to:

James W. Shook, Esq.
Federal Communications Commission
Hearing Branch, Enforcement Division
2025 M Street, N.W., Room 7212
Washington, D.C. 20554

David Tillotson